

**Memorandum Of Understanding
Between
The Bureau of Land Management
New Mexico State Office
And Catron County Commission, New Mexico**

**Regarding The Environmental Impact Statement for the
Socorro Resource Management Plan Revision**

I. Introduction and Purpose. This Memorandum of understanding (MOU) is entered into by the Catron County Commission (hereafter referred to as the "County") and the New Mexico State Office of the Bureau of Land Management, (hereafter referred to as the "BLM").

BLM has determined that the Socorro Resource Management Plan (RMP) requires revision to address changes that have occurred since its completion in 1989. These changes include a greater national emphasis on fire policy; increased use of the Socorro Field Office region by citizens from distant, large population areas; the need to review off-highway vehicle management; increasing settlement in previously sparsely populated areas; and other factors which may be identified through the public scoping and collaboration processes. The potential effects of the original RMP were analyzed through an Environmental Impact Statement (EIS) and any management changes developed during the revision process will also be analyzed concurrently through an EIS. BLM has contracted both the RMP revision and EIS with a private sector environmental/planning contractor, URS. The planning area for BLM is the BLM-administered public lands in Socorro and Catron Counties, New Mexico.

The EIS must comply with the provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. sec. 4321 (1988), and all subsequent regulations implementing the act (see Council on Environmental Quality (CEQ) regulations, 40 CFR Part 1500-1508) and Department of Interior requirements listed in Departmental Manual 516 "Environmental Quality." It will also comply with the guidance listed in the BLM's Environmental Handbook, H-1790-1.

II. Objective. The purpose of this MOU is to include the County as a Cooperating Agency for the Environmental Impact Statement (EIS) for the Resource Management Plan (RMP) revision. The MOU is also designed in accordance with 40 C~ 1506.2 to provide for coordination and for reducing duplication of effort with the County environmental assessment process, known as the County Environmental Impact Report. Federal regulation 40 CR 1506.2 sets forth the general procedures and conditions to be followed in preparing an EIS to comply with the laws and regulations through a cooperative effort by the BLM and counties. More specifically, the MOU details mutually agreed upon roles and responsibilities for the County in the EIS process for the RMP. The BLM Socorro Field Office (SFO) is the lead federal agency for the project. The County will be a Cooperating Agency. Other entities may be added as cooperating agencies through similar agreements, as appropriate.

III. Authority.

National Environmental Policy Act of 1969 (NEPA), as amended (PL 91-190, 42 U.S.C. 4321 et. seq.)

Federal Land Policy and Management Act of 1976 (FLPMA), 43 U.S.C. 1701 et. seq. (PL 94-579)

40 Code of Federal Regulations 1500 et.seq.

Catron County Environmental Planning and Review Process Ordinance (No.006-92)

IV. Procedure.

The roles and responsibilities are specified in this section for the ELM and for the County for coordination in the completion of the EIS process.

A. BLM Roles and Responsibilities

1. The BLM is the lead agency responsible for ensuring full compliance with the requirements of NEP A and FLPMA. BLM shall ensure, directly or through the planning/environmental contractor, that all necessary consultation and coordination is performed with all Federal, State, local and tribal governments and private organizations under applicable laws, rules, regulations and orders.
2. The BLM will include the County as part of the BLM's Interdisciplinary Team.
3. The ELM will coordinate with the County, ensuring that the County has the opportunity for input in each phase of the EI~ process for the RMP.
4. The BLM will keep the County informed of progress on the planning process and the EIS, as well as any additional data needs or changes as necessary or on a monthly basis at a minimum.
5. The BLM will coordinate with the County throughout the preparation of the EIS to include the scoping, development and assessment of each alternative and in the preparation of the draft EIS, in order to identify and accurately assess a preferred alternative, reduce duplication of efforts, and to discuss resolution of conflicts or areas of divergent views.
6. The County and the ELM will coordinate their respective public involvement processes to reduce duplication of effort. The County and the ELM will share public input and comments.

7. ELM will involve the County in planning any special workshops to be held in the County that may result from public interests or concerns.
8. The BLM will develop a project schedule that displays the major points of coordination and involvement by the County.
9. The BLM will share information with the County throughout the EIS process to assist the County in its responsibility to complete the County environmental impact statement, referred to as the "County Impact Report."
10. The BLM has full responsibility for implementing procedures and regulations including, but not limited to, public review of the EIS, public distribution of the EIS and required decision documentation, even though its planning/environmental contractor may conduct the work.
11. The BLM is responsible for selection of a Preferred Alternative and issuing a Record of Decision.

B. County Roles and Responsibilities.

1. The County may provide input into each phase of the EIS process for the RMP.
2. The County will comply with the timeframes for the EIS process as established by the ELM.
3. The County will assist the BLM in planning and notifying the public of any special workshops to be held in the County that may result from public interests or concerns.
4. Due to its special expertise and jurisdiction by law over matters such as subdivision approvals and other factors that can affect the public lands, the County will provide assistance in analyses and documentation regarding the potential impacts of ELM planning alternative decisions on the social and economic components of the human dimension. The County will provide the BLM with a conceptual outline of the socioeconomic impact analysis as soon as possible for consideration in the overall approach to the human dimension.
5. The County and the BLM will coordinate their respective public involvement processes so as to reduce duplication of effort. The County and the BLM will share public input and comments.
6. In accordance with 43 CFR 1610.3-2(c), the County will assist the BLM by informing the BLM in writing of any inconsistencies between BLM's proposed planning alternatives and the County's land use plans, environmental ordinances, and other related plans and ordinances dealing with natural resources and environmental quality.

7. The County will provide opportunities for the ELM to review and comment on the County's concurrent environmental assessment process and documentation.

C. Process.

1. The EIS contractor will have the primary task of writing and rewriting all sections, parts or chapters of the EIS and for establishing a schedule for completion of chapters consistent with the overall time schedule.

2. The ELM will provide the County with adequate time and project schedule to review and comment at the beginning and end of each phase at a minimum.

3. The schedule for the EIS may be amended, if required.

4. The ELM will be the formal recipient of all comments on the EIS and RMP resulting from the review and comment periods. Copies will be forwarded to the County in redacted form.

5. The County will be the formal recipient of all comments on the County Environmental Impact Report planning process. Copies will be forwarded to the BLM in redacted form.

6. Both the BLM and the County shall coordinate and share public comments and input from their respective public input requirements to the maximum extent possible.

7. The ELM shall prepare the Record of Decision.

8. The County shall prepare its Findings of Facts and conclusions of Law for the Catron County Commission's approved decisions and Environmental Impact Report.

9. ELM shall establish a protest period for its Record of Decision.

V. Administration.

Modifications to this MOU may be proposed by all parties and shall become effective upon the written approval of all parties. Changes to this MOU must be initialed and dated on each replacement page by an authorized agent of each party.

Any party may withdraw from this MOU after thirty (30) days written notice to the other parties of their intent to do so.

Nothing in this agreement will be construed as limiting or affecting in any way the authority or responsibility of the parties to perform within their authority.

Nothing in this agreement will be construed as obligating any party to expend funds in excess of appropriated budgets.

Nothing in this MOU shall obligate the BLM to expend appropriations or to enter into any contract or other obligation. Specific work projects or activities that involve the transfer of funds, services or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by congress. Each subsequent agreement or arrangement involving the transfer of funds, services or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

VI. Signatures.

This MOU will become effective upon signature of all of its participants.

BLM State Director, 2/5/03

Chairman, Catron County Commission, 2/5/03

Commissioner, Catron County Commission, 2/5/03

Commissioner, Catron County Commission, 2/5/03